

**MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF CONNECTICUT JUDICIAL BRANCH
COURT SUPPORT SERVICES DIVISION,
STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES
AND
STATE OF CONNECTICUT DEPARTMENT OF CHILDREN AND FAMILIES**

This Agreement is entered into by William H. Carbone, Executive Director, on behalf of the State of Connecticut Judicial Branch, Court Support Service Division (hereinafter referred to as CSSD), Roderick L. Bremby, Commissioner, on behalf of the State of Connecticut Department of Social Services (hereinafter referred to as DSS), and Joette Katz, Commissioner, on behalf of the State of Connecticut Department of Children and Families (hereinafter referred to as DCF).

WHEREAS, CSSD is in need of intensive in-home child and adolescent psychiatric services (hereinafter referred to as IICAPS) for court-involved children with diagnoses that reflect severe emotional or behavioral impairment and for the families of these children; and

WHEREAS, CSSD recognizes that children need the best mental health services possible, and that access to IICAPS services would provide such service for identified children; and

WHEREAS, DCF and DSS, in joint partnership, have formed the Connecticut Behavioral Health Partnership (hereinafter referred to as CTBHP) to plan and implement an integrated public behavioral health service system for children and families via a fee-for-service payment structure; and

WHEREAS, CSSD issued a Request for Proposal (RFP) for IICAPS in June 2007 and received proposals for services and awarded contracts in numerous areas of the state. The existing CSSD contracts are due to expire on June 30, 2012, and CSSD recognizes that IICAPS services will be managed more efficiently by interagency collaboration between DSS, DCF, and CSSD.

THEREFORE, the agencies agree to the following:

1. The majority of clients referred to IICAPS by CSSD staff are HUSKY eligible, and therefore, entitled access to IICAPS. However, a small percentage of CSSD clients are not eligible. Based on past CSSD referral rates, approximately 50 CSSD clients are not covered by HUSKY annually.
2. CSSD will fund IICAPS services for non-HUSKY (hereinafter referred to as "non-eligible") CSSD clients.
3. DSS will allow enrollment of non-eligible CSSD clients into the CTBHP Limited Benefit Program (LBP).

4. DCF will expand its existing LBP application process to include CSSD non-eligible clients, and manage the enrollment of these clients into the D05 coverage group.
5. ValueOptions (administrative service organization for the CTBHP) will authorize services for CSSD non-eligible clients consistent with the current authorization processes for other D05 clients.
6. DSS will cause its claims vendor to process for payment the CSSD D05 claims authorized by ValueOptions.
7. DSS will request payment via transfer invoice to DCF on a quarterly basis for the CSSD D05 clients.
8. DCF will identify the CSSD non-eligible referred clients and request payment via transfer invoice to CSSD for the amount of the claims paid for these clients during the quarter. In order for DCF to confirm the clients for which CSSD should be billed, DCF will provide a list of the identified clients to CSSD with the transfer invoice. CSSD will notify DCF with verification or correction of the client list within three (3) business days of receipt.
9. CSSD will pay the D05 claims on a quarterly basis within 15 days of verification of the accuracy of the transfer invoice received from DCF.
10. DCF will pay the DSS transfer invoice within 3 days of the receipt of payment from CSSD.
11. CSSD will pay annual quality assurance costs of \$138,250.00 to DCF. DCF will request payment via transfer invoice to CSSD on a quarterly basis for payment of these costs.
12. CSSD will assign a program liaison to work with DCF, DSS, providers, ValueOptions and CSSD referring staff to ensure the delivery of quality services for CSSD clients and to troubleshoot any system or provider issues that may arise. The program liaison will bring any significant or recurring issues to the Collaborative Oversight Committee (referenced below) for resolution.

2. Responsibilities of Parties

CSSD will have the authority to refer any client under age 18 under its jurisdiction, that meets IICAPS level of care criteria, into any CTBHP IICAPS program. DCF will have primary responsibility for programmatic monitoring in its contracted IICAPS programs. CSSD will provide appropriate technical assistance and reserves the right to monitor any of these programs, in conjunction with DCF or separately, with prior notice to DCF and the program, while remaining in compliance with all federal, state and departmental laws and regulations regarding the confidentiality of protected health information (PHI) and other information

deemed confidential pursuant to state or federal law. Upon request, DCF shall provide any available program, fiscal, or audit reports concerning these programs to CSSD.

3. Data and Outcome Reporting

DCF will provide or have its contractor provide to CSSD statistical aggregate data, outcome reporting for performance-based measures, and quality improvement data relevant to the IICAPS program according to DCF's existing practices.

4. Quality Assurance

DCF will cause Yale University, its quality assurance contractor, to provide IICAPS Program Development, Training, Consultation, and Clinical Quality Assurance for all IICAPS service providers according to its existing practices.

5. Collaborative Oversight Committee

CSSD, DCF, ValueOptions, Yale University and DSS shall maintain a Collaborative Oversight Committee for the purposes of monitoring the implementation of this Agreement, reviewing IICAPS data, evaluating the results, resolving issues arising from the provision of services, and such other purposes upon which CSSD, DCF and DSS shall mutually agree. The Collaborative Oversight Committee will be made up of management-level representation from CSSD, DCF, ValueOptions, the IICAPS Quality Assurance Vendor, and DSS. The Collaborative Oversight Committee will convene at least annually or more often, as deemed necessary by any party.

6. Cancellation

This Agreement may be canceled by either party upon ninety (90) days written notice except that this Agreement may be canceled upon sixty (60) days written notice in the event that funding for the specified services is reduced or eliminated by the Legislature. No cancellation of this Agreement shall be effective against payment by CSSD for services already rendered by a Provider under contract with DCF to provide services in fulfillment of this Agreement.

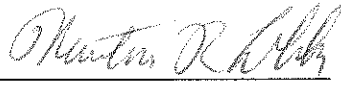
7. Modification

This Agreement shall not be modified except by written consent of all parties.

8. Effective Period

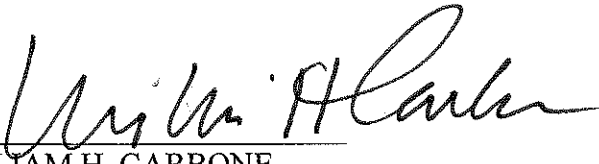
This Agreement is effective July 1, 2012 and shall be renewed annually, unless terminated earlier by any party pursuant to the terms contained in the Agreement.

STATE OF CONNECTICUT, JUDICIAL BRANCH LEGAL SERVICES
APPROVED AS TO FORM

By: 
MARTIN R. LIBBIN
DEPUTY DIRECTOR

6/14/12
DATE

STATE OF CONNECTICUT, JUDICIAL BRANCH COURT SUPPORT SERVICES
DIVISION

By: 
WILLIAM H. CARBONE
EXECUTIVE DIRECTOR

6-15-12
DATE

STATE OF CONNECTICUT, DEPARTMENT OF SOCIAL SERVICES

By: 
RODERICK L. BREMBY
COMMISSIONER

6/29/2012
DATE

STATE OF CONNECTICUT, DEPARTMENT OF CHILDREN AND FAMILIES

By: 
JOETTE KATZ
COMMISSIONER

7/18/12
DATE